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MERGER OR SHARE EXCHANGE
Corporate Textiles, Inc.

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ARTICLES OF MERGER
OF
CORPORATE TEXTILES, INC.,
A Illinois Corporation,
INTO
CORPORATE TEXTILES, INC.,
A Florida Corporation

FILED
10 AUG 10 AM 11:30
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to Section 607.1105 of the Florida Business Corporation Act (the "Act"), CORPORATE TEXTILES, INC., a Illinois Corporation ("Illinois Corporation") and CORPORATE TEXTILES, INC., a Florida Corporation ("Florida Corporation"), hereby certify to the Florida Secretary of State as follows:

FIRST: The Agreement and Plan of Merger dated August 4, 2010 ("Plan of Merger"), between the Illinois Corporation and the Florida Corporation was approved and adopted by the Board of Directors and Shareholders of the Illinois Corporation on August 4, 2010, and was approved and adopted by the Board of Directors and Shareholders of the Florida Corporation on August 4, 2010.

SECOND: Under the Plan of Merger, all issued and outstanding shares of the Illinois Corporation's stock will be acquired by means of merger of the Illinois Corporation into the Florida Corporation with the Florida Corporation being the surviving corporation.

THIRD: The Plan of Merger is attached as Exhibit A and incorporated herein by reference.

FOURTH: The laws of the State of Illinois under which the Illinois Corporation is organized permit such merger.

FIFTH: Pursuant to Section 607.1105(1)(b) of the Act, the effective date and time of the merger shall be on the filing of these Articles of Merger with the Secretary of State of Florida.

IN WITNESS WHEREOF, the parties have caused these Articles of Merger to be duly executed on this 10 day of August, 2010.

CORPORATE TEXTILES, INC., a Illinois Corporation

By: Arnold L. Kapp
Arnold L. Kapp, President

CORPORATE TEXTILES, INC., a Florida Corporation

By: Arnold L. Kapp
Arnold L. Kapp, President

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AGREEMENT AND PLAN OF MERGER



AGREEMENT AND PLAN OF MERGER ("Merger Agreement"), made as of August 4, 2010 by and between Corporate Textiles, Inc., a Florida corporation ("Survivor"), and Corporate Textiles, Inc., an Illinois corporation ("Target").

RECITALS:

A. Target has an authorized capital stock consisting of 10,000 shares of common stock, with no par value (the "Target Stock"), of which 1,000 shares of Target Stock have been duly issued and outstanding are held by Arnold L. Kapp ("Kapp").

B. Survivor has authorized capital stock consisting of 10,000 shares of common, no par value ("Survivor Stock"), of which 1,000 shares of Survivor Stock have been duly issued and outstanding and are held by Kapp.

C. The boards of directors and shareholders of Target and Survivor (collectively, the "Companies") deem it advisable to cause the merger (the "Merger") of Target with and into Survivor, with Survivor being the surviving corporation of such Merger, under and pursuant to the provisions of the Illinois Business Corporation Act of 1983, as amended (the "Illinois Act") and Section 607.1101, *et seq.* of the Florida Business Corporation Act (the "Florida Act") and have approved the Merger.

NOW, THEREFORE, in consideration of the premises and of the mutual agreements herein contained and of the mutual benefits hereby provided, it is agreed by and between the parties hereto as follows:

1. Merger. Target shall be merged into Survivor.
2. Effective Date of the Merger. The Merger shall be effective on the date of filing of Articles of Merger with the Illinois Secretary of State and the Florida Secretary of State (hereinafter called the "Effective Date").
3. Surviving Corporation of Merger. Survivor shall survive, the Merger herein contemplated and shall continue to be governed by the laws of Florida, but the separate corporate existence of Target shall cease forthwith upon the Effective Date.
4. Authorized Capital. The authorized capital stock of Survivor following the Effective Date shall be 10,000 shares of Survivor Stock, with no par value.
5. Articles of Incorporation of Survivor. The Articles of Incorporation of Survivor prior to the Effective Date shall be the Articles of Incorporation of Survivor following the Effective Date. No amendments to the Articles of Incorporation of Survivor are affected by the Merger.

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6. Bylaws of Survivor. The Bylaws of Survivor as they exist on the Effective Date shall be the Bylaws of Survivor following the Effective Date.

7. Board of Directors and Officers of Survivor. The members of the board of directors and the officers of Survivor immediately after the Effective Date shall be those persons who were the members of the board of directors and the officers, respectively, of Survivor immediately prior to the Effective Date, and such persons shall serve in such offices, respectively, for the terms provided by law or in the Bylaws, or until their respective successors are elected and qualified.

8. Further Assurance of Title. If at any time Survivor shall consider or be advised that any acknowledgements or assurances in law or other similar actions are necessary or desirable in order to acknowledge or confirm in and to Survivor any right, title, or interest of Target held immediately prior to the Effective Date, Target and its proper officers and directors shall and will execute and deliver all such acknowledgements or assurances in law and do all things necessary or proper to acknowledge or confirm such right, title, or interest in Survivor as shall be necessary to carry out the purposes of this Merger Agreement and Survivor and the proper officers and directors thereof are fully authorized to take any and all such action in the name of Target or otherwise.

9. Survivor Stock. The Survivor Stock issued and outstanding prior to the Merger shall remain issued and outstanding as stock of Survivor, the surviving corporation in the Merger, after the Merger.

10. Conversion of Outstanding Target Stock. Upon the Effective Date, each of the issued and outstanding shares of Target Stock is cancelled.

11. Rights and Liabilities. At and after the Effective Date, Survivor shall succeed to and possess, without further act or deed, all of the estate, rights, privileges, immunities, powers, and franchises, both public and private, and all of the property, real, personal, and mixed, of Survivor and Target; all debts due to Target shall be vested in Survivor; all claims, demands, property, rights, privileges, powers and franchises and every other interest of Target shall be as effectively the property of Survivor as they were of Target; the title to any real estate vested by deed or otherwise in Target shall not revert or be in any way impaired by reason of the Merger, but shall be vested in Survivor; all rights of creditors and all liens upon any property of Target shall be preserved unimpaired; all debts, liabilities, obligations, and duties of Target shall thenceforth attach to Survivor and may be enforced against it to the same extent as if such debts, liabilities, and duties had been incurred or contracted by it; Survivor shall indemnify and hold harmless the officers and directors of Target against all such debts, liabilities and duties and against all claims and demands arising out of the Merger; and any proceeding pending against Target may be construed as if the Merger did not occur or Survivor may be substituted in the proceeding for Target.

12. Service of Process. Survivor agrees that it may be served with process in the State of Illinois in any proceeding for enforcement of any obligation of Target as well as for the enforcement of any obligation of Survivor arising from the Merger, including any suit or other proceeding to enforce the right, if any, of a dissenting shareholder of Target against Survivor pursuant to Section 11.65 of the Illinois Act. The Survivor irrevocably appoints the Illinois

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Secretary of State as its agent to accept service of process in any such proceeding. Survivor will promptly pay to such dissenting shareholder the amount, if any, to which such shareholder is entitled under the Illinois Act, as amended.

13. Termination. This Merger Agreement may be terminated and abandoned by action of the board of directors of any of the Companies at any time prior to the filing of Articles of Merger with the Secretary of State of the State of Illinois and the Florida Secretary of State.

14. Plan of Merger. This Merger Agreement constitutes a Plan of Merger to be carried out in the manner, on the terms and subject to the conditions herein set forth. The parties hereto intend that the merger contemplated in this Plan of Merger be governed by Section 368(a)(1)(F) of the Internal Revenue Code of 1986, as amended. The Plan of Merger shall be deemed to be a part of the Articles of Merger. The Articles of Merger shall be delivered for filing by the Survivor to the Florida Secretary of State. In accordance with Section 607.1105(1)(b) of the Florida Act, the Articles of Merger shall specify the effective date, which shall be the date of filing of the Articles of Merger.

15. Expenses and Rights of Dissenting Shareholders. Survivor shall pay all expenses of carrying this Merger Agreement into effect and of accomplishing the Merger, including amounts, if any, to which dissenting shareholders of Target may be entitled by reason of the Merger.

16. Amendment. The parties hereto may amend this agreement in any respect by mutual agreement in writing signed by each party hereto at any time prior to the filing of Articles of Merger with the Secretary of State of the State of Illinois and the Florida Secretary of State, but any such change shall be in accordance with the provisions of Section 607.1103 of the Florida Act.

17. Entire Agreement. This agreement contains the entire agreement of the parties regarding the subject matter hereof. This agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter of this Merger Agreement. Each party to this Merger Agreement acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no agreement, statement or promise with respect to the subject matter hereof not contained in this agreement shall be valid or binding.

18. References. Any reference herein to the singular form of a word shall include references to the plural form thereof, and any references herein to the plural form of a word shall include references to the singular form thereof, as the context may require. Words such as "herein," "hereinafter," "hereof" and "hereunder" refer to this Merger Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires.

19. Counterparts. For convenience of the parties hereto and to facilitate filing of this Merger Agreement, any number of counterparts hereof may be executed; and any such counterpart shall be deemed an original instrument.

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IN WITNESS WHEREOF, each of the corporate parties hereto, pursuant to authority duly granted by its board of directors, has caused this Merger Agreement to be executed by its President and attested by its Secretary.

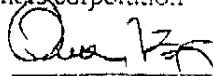
ATTEST:


Rhonda L. Kapp, Secretary


CORPORATE TEXTILES, INC.

An Illinois corporation

By:


Arnold L. Kapp, President

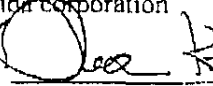
ATTEST:


Rhonda L. Kapp, Secretary

CORPORATION TEXTILES, INC.,

A Florida corporation

By:


Arnold L. Kapp, President

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JOINT ACTION BY WRITTEN CONSENT
OF THE SOLE SHAREHOLDER AND THE SOLE DIRECTOR OF
CORPORATE TEXTILES, INC.

The undersigned, being the sole Shareholder and the sole member of the Board of Directors of CORPORATE TEXTILE, INC., an Illinois corporation (the "Corporation"), pursuant to Sections 7.10 and 8.45 of the Business Corporation Act of the State of Illinois, does hereby consent in writing, in lieu of meeting, to the adoption of the following resolutions:

RESOLVED, that the Agreement and Plan of Merger between the Corporation, and Corporate Textile, Inc., a Florida corporation, dated as of August 4, 2010, in the form previous presented to the sole shareholder and director, hereby is, approved and adopted; and the officers of the Corporation are hereby directed to execute and deliver such agreement in the name of the Corporation and to effect the merger contemplated by such agreement;

FURTHER RESOLVED, that the appropriate officers of the Corporation be, and hereby are, authorized and directed to execute any and all documents and to take any other actions which they deem necessary to effectuate the foregoing resolution.

FURTHER RESOLVED, that all of the prior resolutions, acts and proceedings of the Board of Directors and officers of the Corporation in their capacities as such be, and hereby are, approved, ratified, and made the acts and deeds of the Corporation.

Dated: August 4, 2010


Arnold L. Kapp

Being the sole Shareholder and the sole member of the Board of Directors of CORPORATE TEXTILES, INC.

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CORPORATE TEXTILES, INC.,
A Florida Corporation

JOINT CONSENT OF DIRECTORS AND STOCKHOLDERS

August 4, 2010

RESOLVED, that in the judgment of this Board of Directors it is desirable for business reasons to merge CORPORATE TEXTILES, INC., an Illinois Corporation ("Illinois Corporation"), into CORPORATE TEXTILES, INC., a Florida corporation ("Florida Corporation"); and it is further:

RESOLVED, that the form, terms, and provisions of the proposed Plan of Merger between this corporation and the Illinois Corporation be, and the same hereby are, in all respects approved and ratified substantially in the form set forth in Exhibit A hereto; and further

RESOLVED, that the form, terms, and provisions of the proposed Articles of Merger between this corporation and the Illinois Corporation be, and the same hereby are, in all respects approved and ratified substantially in the form set forth in Exhibit B hereto; and further

RESOLVED, that the President and any Vice President be, and they hereby are, authorized and directed to execute and deliver the Plan of Merger in the name of this corporation in substantially the same form contained in Exhibit A, with such changes or additions to any of the terms and provisions thereof, or exhibits thereto, as the Officer or Officers executing the same shall approve; and further

RESOLVED, that the President and any Vice President be, and they hereby are, authorized and directed to execute and deliver the Articles of Merger in the name of this corporation in substantially the same form contained in Exhibit A, with such changes or additions to any of the terms and provisions thereof, or exhibits thereto, as the Officer or Officers executing the same shall approve; and further

RESOLVED, that the Officers of the Florida Corporation be, and they hereby are, authorized, empowered, and directed to do and perform all such further acts and things, to execute and deliver in the name of the Florida Corporation, and where necessary or appropriate, to file with the appropriate governmental authorities, all such further certificates, instruments, or other documents, as in their judgment shall be necessary or advisable in order to effectuate the Plan of Merger and Articles of Merger, the intent and purposes of the foregoing resolutions, and any or all of the transactions contemplated therein.

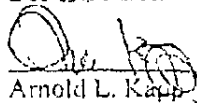
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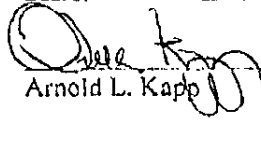
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IN WITNESS WHEREOF, the undersigned hereby evidence their written consent to the foregoing resolutions as of the date first written above. The undersigned direct that this Joint Consent of Directors and Stockholders shall be filed with the minutes of proceedings of the Board of Directors and Stockholders of the Corporation. This Joint Consent of Directors and Stockholders may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument, and may be delivered via facsimile transmission.

DIRECTOR:


Arnold L. Kapp

SHAREHOLDER:


Arnold L. Kapp

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ARTICLES OF MERGER
OF
CORPORATE TEXTILES, INC.,
A Illinois Corporation,
INTO
CORPORATE TEXTILES, INC.,
A Florida Corporation



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THIRD: The Plan of Merger is attached as Exhibit A and incorporated herein by reference.

FOURTH: The laws of the State of Illinois under which the Illinois Corporation is organized permit such merger.

FIFTH: Pursuant to Section 607.1105(1)(b) of the Act, the effective date and time of the merger shall be on the filing of these Articles of Merger with the Secretary of State of Florida.

IN WITNESS WHEREOF, the parties have caused these Articles of Merger to be duly executed on this 10 day of August, 2010.

CORPORATE TEXTILES, INC., a Illinois Corporation

By: Arnold L. Kapp
Arnold L. Kapp, President

CORPORATE TEXTILES, INC., a Florida Corporation

By: Arnold L. Kapp
Arnold L. Kapp, President

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